

CONSULTANT AGREEMENT

This Agreement is effective as of January 11, 2021 and is by and between QRS Cardiac, Inc. ("Company"), a Delaware Corporation located at 549 Electronics Parkway, Liverpool, NY 13088 USA and Utsav Shrestha ("Consultant") of Kumarigal, Chabahil, Kathmandu, Nepal.

1. Services. Consultant will render services and advice to Company on the Projects ("Projects") on Attachment A, which may be modified from time to time as agreed upon by the parties. Consultant has the right to refuse to accept any new Projects proposed by Company. Consultant is experienced in providing the type of services necessary for these Projects and has exclusive authority to determine the methods by which the Projects are completed. Consultant shall be free to work at such locations and times as he chooses, however shall be required to reasonably meet the deadlines set by the Company Contact Person, Steve Esposito.

2. Term. The term of this agreement is one year from the effective date. The parties may agree to renew this Agreement on a month--by-month basis for up to twelve additional months.

3. Payment. In return for the services to be performed hereunder by Consultant, Company will pay Consultant a negotiated fixed fee documented in the www.fiverr.com freelance services marketplace. Payment for any additional work on the initial project will be negotiated between the parties. The fixed fee for services of the first phase of the project is \$100 US. Payment will be rendered by the Company as formalized by the www.fiverr.com website.

4. Other Reimbursements. Such payments shall be Consultant's sole compensation for services rendered hereunder, and shall cover all expenses which Consultant may incur in connection with rendering such services. Company will reimburse Consultant for other expenses incurred by Consultant in connection with the performance of the Services only if such expenses have been approved in advance in writing by Company, and all necessary documentation to establish and detail the amounts of and purpose for such expenditures must be included with Consultant's invoice(s).

5. Termination. Either party may terminate this Agreement in writing at any time for any reason or for no reason. After such termination Company shall be obligated to pay any fees owed for services actually rendered under this Agreement.

6. Independent Contractor Status. Consultant will be an independent contractor, although Consultant agrees that for the purposes of the U.S. Copyright law, any Developments (as defined herein) made hereunder are works made for hire. Consultant's work under this Agreement shall not entitle him to either participate in or receive any benefits under any benefit plan of Company, even if in the future the worker is reclassified from independent contractor to employee status. Consultant will be solely responsible for payment of all income

taxes, self-employment taxes and any other taxes on payments to Consultant under this Agreement, and Consultant will indemnify Company from any liability relating to such taxes.

7. Confidentiality. During the term of this Agreement and for a ten-year period immediately following the termination of the Agreement, Consultant shall not disclose to or use for the benefit of anyone other than Company any information regarding the existence, subject matter or work to be done under this Agreement, the results obtained hereunder, or the properties, operations, activities, plans or opportunities of Company, its affiliates, suppliers or customers, as to which Consultant becomes informed in the course of rendering services hereunder and which: a) is not generally known to the public, b) was not previously known to Consultant, except through his previous employment with Rexam, or c) was not disclosed to Consultant by a third party not under a direct or indirect Company of confidence to Company.

8. Advertising. Consultant will not, without the prior written approval of Company, publish or use any advertising or promotion piece that mentions Company or infers a relationship between Consultant and Company, however, the Consultant can reference the resulting mobile application from its public location (Apple App Store) for the purpose of demonstration of the Consultant's capabilities to future clients. Should the mobile application not become published, the provision of any aspect of the application shall not be permissible.

9. No Conflicts. Consultant will not directly or indirectly disclose to Company, or induce Company to use, any secret or confidential information, ideas or material belonging to another. Consultant represents and warrants that he is not under any obligation to anyone else which Company might consider to be a conflict of interest with this Agreement or which imposes any restrictions on his rendering service hereunder, and that no such obligations will arise during the term of this Agreement.

10. Consultant Information. Company will have no obligation to maintain in confidence, and may use without restriction for its own or others benefit, all information, ideas and materials it acquires from Consultant during the performance of services under this Agreement.

11. Consultant Does Not Bind Rexam. Consultant is not authorized (1) to speak for, represent or bind Company in any dealings with any third party, (2) to accept oral or written disclosures that would create an obligation of confidentiality for Company.

12. Inventions. All written materials, software code and other works which may be subject to copyright or other intellectual property protection and all patentable and unpatentable inventions, discoveries, and ideas which are made, conceived or written by Consultant during the term of this Agreement, and for 90-days thereafter and which are based upon the services performed by Consultant under this Agreement ("Developments") shall be Company property. Consultant agrees to hold all Developments confidential in accordance with the terms hereunder.

13. Assignment of Developments. Consultant will promptly disclose to Company in writing all such Developments described in Paragraph 12. Consultant hereby assigns to Company all of Consultant's right, title and interest in such Developments. Additionally, Consultant agrees, at Company's expense, to review and to execute all documents that Company shall believe advisable to prosecute applications in any and all countries and to vest title in such Developments in Company. Consultant's obligations under this paragraph will extend beyond the termination date of this Agreement and shall be binding upon Consultant's assigns, executors, administrators and other legal representatives.

14. Consultant Assignment of Rights. Consultant shall not assign any of his rights, including the right to receive payment, under this Agreement to any third party without the written consent of Company.

15. Consultant Noncompete. Consultant shall not consult with any third parties on the Projects that are the subject of this Agreement for a period of one-year from the termination of this Agreement. This is specifically referring to mobile applications that are electrocardiographic (ECG) in nature.

16. Indemnity. Consultant agrees to indemnify and hold harmless Company, its employees and agents from and against all liens, causes of action, claims, liabilities, suites, judgments, losses, costs and/or expenses, including reasonably attorney's fees for the defense against any such claim or suit, arising from or in any way connected with, directly or indirectly, the performance of or failure to perform the terms of this Agreement, or from any act or negligence of Consultant, its agents, subcontractors, employees or invitees.

17. Related Services. Consultant agrees that if requested by Company, it will testify at depositions, trial, or other proceeding on any matters relating to its services hereunder. Consultant will be prepared by and represented by an attorney of Company's choosing and at Company's expense and Consultant will be paid the daily / hourly rate hereunder for such services.

18. Amendments. Any modification of this Agreement must be in writing signed by both Consultant and Company. This Agreement shall be governed by the substantive laws of the State of Delaware in the United States.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or in writing, between the parties, except for any separately signed Confidentiality, Trade Secret, Non-Compete or Non-Disclosure Agreements to the extent that these terms are not in conflict with those set forth therein.

20. Severability. If any term of this Agreement is invalid or unenforceable under any statute, regulation, ordinance or other rule of law, such term will be deemed reformed or deleted and the remaining provisions will remain in full force and effect.

21. Governing Law and Jurisdiction. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, United States. Jurisdiction and venue for all purposes shall be in the County of New Castle, State of Delaware, United States.

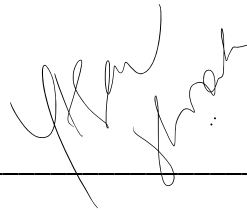
22. Survival. The following paragraphs shall survive the termination or expiration of this Agreement: 6, 7, 8, 11, 12, 13, 15, 17, 19, 20, 21 and 22.

COMPANY

CONSULTANT

Signature: _____

Signature: _____



Print Name: _____

Print Name: Utsav Shrestha

Email: _____

Email: utsavstha@outlook.com

Date: _____

Date: 2021-01-13

Attachment A Projects

Project 1. Mobile application for iPhone iOS 14.3 written in Swift and/or Objective C. Company will be providing original source code for an older project that generates a grid and plots ECG. This project includes a new application that will generate grid and plot ECG in real-time and allow the user to view cardiac events by scrolling. The application will use a Company provided icon and splashscreen and allow users to setup their Username and Password using Google Identity Platform. ECG files will be able to be stored in Google Cloud Firestore and access by each user. The Consultant will deliver a usable project in Xcode and all associated source code.

Project 2.

Project 3.